

## Amendment to Request for Quotation

**Amendment number: 2**

**Reference Request for Proposal Number: RFP-CATALYZE-Ethiopia-2020-0083**

**Amendment effective date:** December 17, 2020

**Description of Amendment:**

1. This amendment serves to change the final submission deadline on Page 1 of the RFQ, to end at **Tuesday, December 22, 2020 at 12:00 noon (local time).**

## Request for Proposal (RFP)

Subject RFP #:	RFP-CATALYZE-MS4G-2020-0083 (2nd Amended)
RFP Issue Date:	17 December 2020
Terms of Reference / Specifications:	Office Make Ready
Project	CATALYZE Ethiopia: Market Systems for Growth (MS4G)
The Company	Palladium International, LLC
Country of Performance	Ethiopia
Closing Date and Time	<b>22 DEC 2020 at 12:00 noon (local time)</b>
Questions Deadline	Submit to <b>ethiopiams4g.procurement@thepalladiumgroup.com</b> by <b>16 December 2020 at 05:00 PM East Africa Time</b>
Bidders' Conference	<b>Round 2: 15 DEC 2020 at 11:00 AM East Africa Time</b> at Noah Bldg (new building next to Boston Day Spa and Alem Cinema), Bole, Woreda 2, Addis Ababa <b>Bidders must indicate interest via email before Dec 15 2020</b>
Details for Submission	Submissions will be accepted: Electronically: email to <b>ethiopiams4g.procurement@thepalladiumgroup.com</b> OR In hard copy (sealed bids). Must indicate by email 2 days before Closing Date that you will submit by hard copy. Instructions will be provided via email.
Offer Validity Period	6 months

Thank you for your interest in the above procurement. As implementer for the CATALYZE Innovative Blended Finance Project funded by United States Agency for International Development (USAID), Palladium invites you to submit a proposal for the scope of work attached in Annex A. Your proposal must be valid for the Validity Period.

Please email your notice of intention to submit a proposal by the Questions Deadline. Answers to questions shall be distributed to all offerors that have indicated an intention to submit a proposal by the deadline.

Please submit your proposal in accordance with the Details for Submission above by the Closing Date and Time. This RFP in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

Yours sincerely,

CATALYZE Procurement Team

## Terms and conditions

### 1. Proposal Conditions

By submitting a proposal, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

### 2. Proposal Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

### 3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

### 4. Alterations

The Company may decline to consider a proposal in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### 5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

### 6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

### 7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

### 8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their proposal.

The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

### 9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

### 10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their proposal. And provide it to the Company upon request.

### 11. Price/Cost Basis

Prices or costs quoted must show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

### 12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

### 13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

### 14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

### 15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFP; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### 16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their proposal or the RFP process.

Potential suppliers must disclose where proposals have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their proposal from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

### 17. Jurisdiction

This RFP shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFP or the breach, termination, or invalidity thereof. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

## Project Background

The CATALYZE Blended Finance Mechanism is a \$250 Million, 8-year contract (5-year base period, with a single 3 year option period) which uses a facilitated partnership model to craft solutions to crowd in \$2 Billion in blended finance (i.e. blended concessional and commercial finance) to USAID partner countries and initiatives. CATALYZE allows USAID Bureaus and Missions to efficiently deploy investment facilitation solutions that respond to the needs of specific sectors, issues, and geographies. Initial programs focus on education finance to implement sustainable education business models serving low-income communities, and achievement of the W-GDP objectives, but the mechanism can be applied to any development challenge or region.

## Purpose

Building out/Partitioning of interior for a newly built around 650m<sup>2</sup> office. The project consists of complete office interior build-out including office subdivisions, kitchen as well as specialized electrical, lighting, and plumbing systems. The plans, specifications and bid documents are provided below and in **Attachment 2**.

A complete scope of work is attached as Annex A.

## Type of Contract

Palladium intends to issue a Firm Fixed Price subcontract to the selected offeror.

## Anticipated Contract Period of Performance

December 2020 – January 2021

## Place of Performance

The activities to be performed under this contract will take place in: Addis Ababa. See the Instructions for Submission of Cost Proposal for travel assumptions.

## Key Deliverables and Timeline

Deliverable	Description	Deadline	Payment Amount
1. Kick-off Meeting	Subcontractor will meet with the Palladium team and present a finalized make-ready workplan and schedule (Gantt Chart or CPM) and provide AutoCAD style drawings that show of all interior build-out and a detailed list of materials to be used for the renovation.	3 business days from award date	10%
2. Phase I	Completion of Phase I of the build out; walkthrough and inspection by Palladium along with subcontractor's Project Manager	10 business days from award date	15%

3. Phase II	<p>Subcontractor shall submit a Final Report including a copy of the AutoCAD drawings, progress reports, quality control measures, operation and maintenance directives, and warranty and manufacturers' data and cut sheets for all the installed systems.</p> <p>Written, signed, and stamped certification from the subcontractor that the project was implemented as per the Design Documents and that the facilities are safe for the intended use. The Final Report shall be submitted in English and in Microsoft Word format upon the completion and acceptance by Palladium of the work.</p>	20 business days from award date	70%
4. Move-In Adjustment	<p>Fifteen calendar days after the Completion Report is submitted, Palladium and Subcontractor will conduct a walkthrough of the office and ensure all materials and workmanship is operable and in good condition. Defective items or materials will be replaced, adjusted, or repaired by Subcontractor at Subcontractor's expense within seven (7) calendar days.</p>	50 calendar days from award day	5%

**Instructions to Offerors**

Separate technical and cost proposals must be submitted by email no later than the time and date specified on the cover page.

**1. Technical Proposal**

For the technical proposal, the offeror must submit:

- (a) Cover letter with the following information:
  - 1. Firm contact info and address
  - 2. Type of company or organization
  - 3. DUNS Number (Company must have a DUNS number or obtain one within 5 days of being notified of selection)
  - 4. Signed by an authorized representative of the company
- (b) Proposed work plan showing how the firm would execute this project including a schedule in a Gantt Chart or Critical Path Method (CPM)
- (c) Past Experience Information/Capability Statement including a description of the company, relevant projects previously performed by the firm which demonstrate expertise in design, procurement, renovation/rehabilitation, and on-time delivery (max 3 pages)
- (d) Contact details for three referees (max 1 page)
- (e) All supporting documentation specified below in the pass/fail evaluation criteria.

**2. Cost Proposal**

Offers must submit a cost proposal. Please use **Attachment 3** as a template and expand as needed. The cost proposal consists of:

- (a) Budget in Microsoft Excel with all formulas visible (unlocked)
- (b) Accompanying Word Document with all cost assumptions and explanations

### Key assumptions

- Budget in Ethiopian Birr
- All prices are to be inclusive of relevant taxes
- Separate unit cost and number of units
- Break down activity costs into as much detail as possible
- Offeror should budget for: See *Annex A: Scope of Work*
- Budget should be inclusive of all costs associated with build out of the office space including but not limited to licenses, permits, fees, labor, materials, material delivery costs, VAT.

The selected offeror will be required to complete the Due Diligence Questionnaire (**Attachment 1**) and provide a DUNS number within 5 days of being notified of selection and completion of SAM registration.

### **Submission of Offers**

Electronic proposals must be submitted by sending two separate emails, one for technical proposal and one for cost proposal with the RFP number in the subject lines. If submitting in hard copy, the technical proposal and cost proposal must be in separate sealed envelopes. Mark envelopes with the RFP number and offeror's name. Ensure all required documents are attached. The RFP number can be found on the cover page.

Offers received past the deadline stated on the cover page will be deemed non-responsive and will not be considered for award.

### **Evaluation and Award Process**

Proposals will be evaluated using a best value trade off methodology. This is a three-stage process.

- (1) The first set of criteria is graded on a pass/fail basis. Offerors must meet the following minimum eligibility qualification criteria and provide supporting documentation:

	<b>Requirement</b>	<b>Supporting Documentation</b>
(a)	Must be a registered legal entity in ETHIOPIA for a minimum of two years	Copy of certificate or articles and memorandum of associate, copy of renewed business license for the fiscal year 2012/13 E.C., copy of VAT & Tax Registration Certificate (TIN) and tax clearance certificate
(b)	Must not have any active exclusions from the working with the US government ( <a href="http://www.sam.gov">www.sam.gov</a> ), the UN (Sanctions List), or the US Department of the Treasury Office of Foreign Asset Control	N/A
(c)	Site visit	Subcontractor's signature on sign-in form during Bidder's Conference
(d)	Bill of materials and pricing	List price of materials – see Annex A for a sample
(e)	Timeline and schedule	Gantt chart or CPM

- (2) If these minimum criteria are met, the offer's technical proposal will be evaluated as follows:

<b>Evaluation Criteria</b>	<b>Documents Evaluated</b>	<b>Points</b>
Workplan and schedule	Background, work plan, Gantt chart or CPM	40
Key Person <ul style="list-style-type: none"> <li>- Identify a Project Manager that will be on site every day and serve as Palladium's main point of contact for the project.</li> <li>- Minimum experience must include managing projects of similar size and scope</li> </ul>	Resume/CV	30
Past experience	Past Experience Information/Capability Statement, references	30
<b>TOTAL</b>		<b>100</b>

(3) The offeror's cost proposal will be evaluated for:

- Proposed total price, relative to other offers received
- Realism and reasonableness of the work to be performed
- Price reflects a clear understanding of the requirements
- Price is consistent with various elements of the technical proposal
- Compliance with USAID cost principles (select one: Non profit entities – Cost Principles in 2 CFR 200 Subpart E or For profit entities – Cost Principles in FAR Part 31)

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

**PROCUREMENT INTEGRITY AND ETHICS**

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

**Resulting Award**

This RFP in no way obligates Palladium to award a contract. Palladium may opt to select multiple offers in response to this RFP.

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.

## **Attachments**

Please review the additional documentation and proposed contracts, terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

Attachment 1- Due Diligence Questionnaire

Attachment 2 – Office Design

Attachment 3 – Budget Template

Palladium Business Partner Code of Conduct and Child Protection Guidelines can be downloaded in full at: <http://www.thepalladiumgroup.com/policies> or request through email from [ethiopiams4g.procurement@thepalladiumgroup.com](mailto:ethiopiams4g.procurement@thepalladiumgroup.com)



## **Annex A: Scope of Work (SOW)**

### **Description**

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal for the design and interior build-out of the Palladium office space in Addis Ababa, Ethiopia.

The work to be performed under this subcontract shall consist of the following based on the design plan: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the SOW which may be necessary for the proper design and completion of the work in good faith shall be provided by the subcontractor. Unless otherwise stated, where the term "installation" is used, it is intended that the subcontractor will both procure and install the item or items mentioned.

The Subcontractor shall be responsible for the development of final design documents, procurement, fabrication, and installation services associated with the design and interior build-out of the Palladium office space. The works to be performed include the following:

### **Tasks**

#### **A. Workplan**

The Subcontractor shall be responsible for the development of a detailed Workplan. At a minimum, the Workplan shall include a work schedule, a description of the means and methods to be employed for a successful delivery, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the subcontractor. The Workplan will also include AutoCAD drawings of the floorplan as laid out in **Attachment 2**. The selected subcontractor shall perform a constructability review of their proposed design. As part of the review process and prior to starting work, the subcontractor shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The subcontractor shall make the Final Design Documents based on actual measurement of office space and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements of the local and International Building Code for similar renovation and rehabilitation.

Subcontractor's Project Manager will submit written daily reports along with photos identifying activities carried out and progression against the workplan schedule. Subcontractor's Project Manager must also report delays and must notify Palladium in advance of any and all changes from the Design Documents.

#### **B. Execution of Workplan**

The Subcontractor shall be responsible for procuring and/or fabricating all required components for the interior build-out of the office space. The Subcontractor shall be responsible for all partitioning work including , procurement, shipping, and storage of items, as required. Delays in procurement, fabrication, and/or shipping shall be the responsibility of the Subcontractor. All assembly and installation shall be as per the final design documents, unless approved otherwise.

Palladium will procure office furniture (appliances, desks, tables, chairs, storage racks, etc.) and subcontractor will provide laborers to receive and install furniture.

The work shall also include the patching and repair of all existing items disturbed by the subcontractor during the installation of the general site and civil works. The subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area during partitioning and finishings of the office. The subcontractor

shall also be responsible for all cleaning and site maintenance activities during the implementation and for final clean-up. The subcontractor shall be responsible for cleaning up the worksite following each workday.

Before and during the implementation of the project, the subcontractor shall maintain a photographic record of work on site to document daily progress. The photographic record shall be available to Palladium for review during site visits.

**Note regarding flooring:** Palladium’s landlord, Noah Building, will provide and install the flooring; estimated installation time: one (1) week. Subcontractor must include this time into the Workplan timeline. Subcontractor will coordinate timing directly with floor installation vendor/subcontractor and will oversee and confirm technical specifications. In particular, the subcontractor will ensure flooring is properly installed and suitable for the subcontractor to complete the build out.

**C. Conclusion of Workplan**

The selected subcontractor shall submit a Final Report including a copy of the AutoCAD drawings, progress reports, quality control measures, operation and maintenance directives, and warranty and manufacturers’ data for all the installed systems.

**Specifications and Technical Requirements**

The offeror shall provide the following for the interior build-out for the Palladium office in Addis Ababa, Ethiopia. Using the design provided in **Attachment 2**, the offeror shall provide a comprehensive floor plan and technical design. Offeror may make adjustments to the design provided.

Design shall include modified architectural floor plan, MEP plans as needed. details of specific materials to be used for the partitions, doors, and cabinetry (e.g., drywall, glass, type of wood, sound insulation in the floor to ceiling partition walls in the conference space). Installation of necessary floor-to-ceiling soundproof partitions and doors. Unless otherwise noted, the technical design should include procurement and installation of:

	<b>Description of Minimum Specifications</b>
	Refer to <b>Attachment 2</b> for design plan.
1	Solid and glass partition walls according to the design/floor plan; Priming and painting of solid non-transparent walls (white, ivory, or off-white; non-gloss, high scuff resistant; washable latex or acrylic paint)
2	Kitchen: all hardware and materials including connecting new sink to existing plumbing and drains; Installation of electrical GFI breakers and wiring appropriate for a refrigerator and the collective use of kitchen electrical appliances.
3	Restrooms: Installation of ventilation system to outside, mirrors above sinks; 1 closet to cleaning supplies-closet should include water spout, drain, and light fixture.
4	Doors for each interior enclosed space such as offices, reception area, IT/server room, storage area, etc. Offerors shall propose and identify items to be installed in the quotation. Deadbolt locks on office entrance door and doors to each room. Four (4) keys per lock to be provided unless secure access key system (electronic) in place for all doors.
5	Secure access key system for office entrance, IT/server room, and storage room (must be operable without electricity; if a backup power source is needed apart from the fixture, then include installation of backup battery in IT/server room)

6	Installation only: Smoke and fire detectors appropriately located in all separate rooms and offices and common areas; 2 wall-mounted fire extinguishers in workstation areas, 1 fire extinguisher in kitchen
7	Suspended ceiling system – <i>see Attachment 2 for design</i>
8	Storage/safety room: reinforced steel door with three deadbolt locks
9	Electrical wiring and outlets for each desk. Wiring, outlets, plates, and switches for each closed office, each of the 3 subdivided parts of the conference room, and all other rooms. Location of all electrical outlets should be shown on offeror's architectural and electrical drawings. Each room must have at least 2 electrical sockets on opposing walls.
10	Installation only of ethernet cable and sockets/outlets. Location of all network outlets to be shown by the offeror on architectural and electrical drawings. Ethernet sockets in the conference room should be placed in the middle of each of the 3 subdivided parts of the conference room. Every desk, closed office, and room will require two ethernet sockets each placed on non-adjacent walls.
11	Server room: 12 grounded electrical outlets; ethernet cabling from the server room to each of the ethernet outlets in the office; broadband wiring from the server room to the broadband connection provided by the internet service provider; 1 electrical outlet suitable for small air conditioner
12	Installation only of air conditioning unit in the IT/server room; enclosed space, AC unit will not ventilate to outside the building
13	Removed.
14	Lighting fixtures – <i>see Attachment 2 for design</i>
15	Rmoved.
16	Electrical equipment (C/F and B type electrical sockets that are suitable for US 3-prong grounded plugs as well as local Ethiopian 2-prong plugs)
17	Installation only of battery powered emergency lights and EXIT signs
*	Any equipment, materials or supplies which may not be specifically mentioned here but are necessary for carrying out the contract work shall be in the scope of the tenderer and the systems must be complete in all respects.